In general, the certificate of membership and the law under which the association was incorporated govern who may be entitled to the funds. *Kirkpatrick v. Modern Woodmen,* 103 Ill. App., 468; *Gillam v. Dale,* 69 Kan., 362; *Mutual Benefit Asso. v. Rolfe,* 76 Mich., 146. And the weight of authority seems to hold, that where the statute designates certain classes of relatives or dependents, a dependent is one who relies upon the member in some material degree for support resting on some moral, legal, or equitable ground, and not where the assistance is trivial, casual, or wholly charitable. *Joyce on Insurance,* Sec. 773; *Caldwell v. Grand Lodge,* 148 Cal., 195; *Sup. Lodge, Knights of Honor v. Nairn,* 60 Mich., 44; *West v. A. O. U. W. of Texas,* 14 Tex. Civ. App., 471. Some cases hold under such a statute that the members of the family must also be dependent *Smith v. Boston &c. R. R. Relief Asso.,* 168 Mass., 213; *Lister v. Lister,* 73 Mo. App., 99. *Contra, Klotz v. Klotz, Jr.,* 15 Ky., Law Rep., 183; *Donithorn v. I. O. O. F.,* 209 Pa., 170; *Klee v. Klee,* 93 N. Y. Supp., 588. So where the designation of beneficiary is invalid, ineffectual, or fails, the funds go to the heirs or other persons designated by the law. *Caudell v. Woodward,* 96 Ky., 646; *Dale v. Brumbly,* 96 Md., 674; *Wolf v. District Grand Lodge,* 102 Mich., 23. But *Grand Lodge, A. O. U. W. v. Cleghorn,* 42 S. W. (Tex.), 1043, holds that the fund reverts to the society in accordance with the by-laws. And the society alone, and not third persons, may waive the right to take advantage of defective designations. *Taylor v. Hair,* 112 Fed., 913; *Tepper v. Royal Arcanum,* 61 N. J. Eq., 638; *Maguire v. Supreme Council,* 69 N. Y. Supp., 61, and *Beard v. Sharp,* 100 Ky., 606, hold that the person illegally designated who has paid the member's dues may only retain the amount of such dues; but *Gruber v. Grand Lodge, A. O. U. W.,* 79 Minn., 59, holds the society estopped from refusing payment after receiving dues.

LIFE ESTATES—CORPORATE STOCK—NEW STOCK.—BALLANTINE V. YOUNG, 81 ATL., 119 (N. J.).—*Held,* that where corporate stock was bequeathed to one for life, remainder to another, and the corporation, in the form of dividend, issued new stock to the stockholders, the stock so issued is an extraordinary dividend, and must be apportioned between the life-tenant and the remainderman.

This doctrine that so much of the stock dividends as represent the surplus profits accumulated during the lifetime of the testator will be considered as part of the *corpus* of the estate and go to the remainderman, while so much as represent earnings made after his death are income, and therefore payable to the life-tenant, has been followed in but a small number of States. In *Smith's Estate,* 140 Pa., 344; *Holbrook v. Holbrook,* 74 N. H., 201. According to the English rule the intention of the corporation is made determinative.. *In re Bouch,* L. R. 29 Ch. Div., 635. In *Gibbons v. Mahon,* 136 U. S., 549, stock dividends were regarded as an accretion to the capital. A number of American courts regard cash dividends, however large, as income, and stock dividends, however made, as capital. *Minot v. Paine,* 99 Mass., 101; *Boardman v. Mansfield,* 79 Conn.,

634. At the other extreme stand the decisions that dividends of stock are non-apportionable, the whole belonging to the life-tenant, although a portion of it may have been earned before the death of the testator. *Hite v. Hite,* 93 Ky., 257; *Millen v. Guerrard,* 67 Ga., 284. A still different test is used in *Kalbach v. Clark,* 133 Ia., 215, in which case the decision is made to depend upon whether these stock dividends represent profits on the original stock, or merely the natural increase in its value.

PARENT AND CHILD—EMANCIPATION—MARRIAGE.—AUSTIN V. AUSTIN, 132 N. W. REP., 495 (MICH.).—*Held,* that marriage alone does not emancipate a male minor.

A parent has the right to the services of a minor child. *Dufield v. Cross,* 12 Ill., 397; *Benson v. Remington,* 2 Mass., 113; *Halliday v. Miller,* 29 W. Va., 424. But this right is lost by emancipation of the minor. *Bristor v. Railway Co.,* 128 Iowa, 479; *Carthage v. Canton,* 97 Me., 473; *Whiting v. Earle & Tr.,* 3 Pick. (Mass.), 201. Outside of his relations to his parents, a minor's marriage is of practically no effect on his status. *Taunton v. Plymouth,* 15 Mass., 203; *Porch v. Fries,* 18 N. J. Eq., 204; *Bool v. Mix,* 17 Wend. (N. Y.), 119. Marriage emancipates a female minor. *State ex rel. Scott v. Lowell,* 78 Minn., 166; *Aldrich v. Bennett,* 63 N. H., 415; *Grayson v. Lofland,* 21 Tex. Civ. App., 503. But *Guillebart v. Grenier,* 107 La., 614, holds *contra,* when the consent of the parents is not obtained. And the better rule apparently is, contrary to the principal case, that marriage emancipates a male minor. *Dick v. Grissom,* 1 Freem. Ch. (Miss.), 434; *Sherburne v. Hartland,* 37 Vt,, 528. *Commonwealth v. Graham,* 157 Mass., 73, holds that a male minor is at least emancipated to the extent of his earnings necessary for the support of his family. But there is authority for the view that marriage without consent of the parents does not emancipate a male minor. *Maillefer v. Saillot,* 4 La. Ann., 375; *White v. Henry,* 24 Me., 531.

PAYMENT—MEDIUM.—STROUT V. JOY, 80 ATLANTIC, 830 (ME.).—*Held,* that an agreement to do work "for the sum of $200 to be paid for in loam" at a fixed rate per yard gives the debtor an option to pay in cash though the loam is worth more.

In accordance with the principal case, there is a presumption in favor of the debtor when an agreement is made to pay in something else than money, and a note payable in property may be discharged by tendering the amount of cash instead of the specific chattel. *Pinney v. Gleason,* 5 Wend., 393. Or, where the right is payable either in property or in money at the election of the debtor he may compel the creditor to accept property instead of money. *Nipp et al. v. Diskey,* 81 Ind., 214. In the case where an option is given by contract, the debtor has the right of election until the debt is due—then the obligee can have the option. *Ireland v. Montgomery,* 34 Ind., 74; *Patchin v. Swift,* 22 Vt., 292. Still other cases while denying an election will arbitrarily grant a recovery in money—and while payment must be made in money unless a different medium is expressed, if the